

Contract No. PJ-317

PUERTO RICO ELECTRIC POWER AUTHORITY

CONTRACT TO SUPPLY ELECTRIC ENERGY

The PUERTO RICO ELECTRIC POWER AUTHORITY, henceforth the "Authority", represented by the Wholesale Contracts Department, and Sears Roebuck de Puerto Rico, Inc., henceforth the "Consumer" execute this contract to supply electric energy subject to the following CLAUSES AND CONDITIONS.

FIRST: The Authority agrees to supply electric energy to the Consumer to operate a Distribution Center on State Road PR-176, Km 0.5, Cupey Ward, Río Piedras, Puerto Rico up to a total capacity of 750 KVA which will be the load contracted for billing purposes.

Initial
Initials

SECOND: The Consumer will pay for the electric energy service it receives and the Authority will supply and bill this service pursuant to the GSP Rate and the General Terms and Conditions for the Provision of Electric Energy, which are attached to this contract and are made a part of it.

THIRD: The Governing Board of the Electric Power Authority, pursuant to the procedure established by Law, may modify or amend at any time, the rates or the General Terms and Conditions for the Supply of Electric Energy. The Consumer agrees that in the event of said amendment, the new rates and General Terms and Conditions will apply from their effective date.



FOURTH: Violations of any of the terms and conditions of this contract or of the Regulations, General Terms and Conditions for the Supply of Electric Energy, will give the Authority the right to discontinue the service, following the established procedure for said purpose in the Regulation.

FIFTH: All of the Consumer's electrical equipment will be built, operated, and maintained to preserve its physical condition and in a manner that will not interfere with the operation of other electrical equipment of the Authority's system.

SIXTH: The Consumer must notify the Authority of any changes in name at least thirty (30) days in advance of the date that said change will occur, so that the Authority may contract the service under the business's new name.

Initial
Initials

SEVENTH: The Consumer agrees that if the measuring equipment is installed on the secondary side of the transformer, both the demand and the energy, will be corrected by a factor of 3 per cent or by a factor determined by the Authority to compensate for the transformation losses.

EIGHTH: This contract will be in effect for a period of one (1) year as of the date on which the Authority's system is connected to the Consumer's electrical installation and the supply of electric energy begins. From this point on, it will remain in effect indefinitely until one party notifies the other in writing of its intention to terminate at least sixty (60) days in advance.



NINTH: If the subscribed decides to terminate the contract before its minimum one year term of effect expires or if the Authority is forced to terminate it before said expiration date due to default on payments or any violation of the General Terms and Conditions for the Supply of Electric Power or of the obligations that arise from this contract, the Authority will bill the subscriber and it will be obligated to pay as a penalty, an amount equal to the sum of the corresponding minimums pursuant to the rate, for each remaining month until the year is completed.

Date of Effect: _____, 2001.

Signed on May 31, 2001.

Sears Roebuck de Puerto Rico, Inc..

PUERTO RICO ELECTRIC
POWER AUHORITY

Signature

Carlos G. Maldonado
District Facilities Manager

Signature

Manuel García Berríos
Specialist
Wholesale Contracts

Billing Address:

PO Box 95403
Hoffman Estates, IL. 60179

NEW SERVICE

